

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

JASON R. BECK

Debtor

Case No. 5-18-02471

Chapter 13

Robert N. Opel, II, B.J.

CERTIFICATION OF MAILING OF FIRST AMENDED CHAPTER 13 PLAN

The undersigned, certifies that he is over 18 years of age and that on **September 5, 2018**, he caused to be mailed via First Class U.S. Mail, postage pre-paid, the **First Amended Plan**, a copy of which is attached hereto as Exhibit "A"; along with the Notice of Filing of **First Amended Plan**, a copy of which is attached hereto as Exhibit "B"; to the parties set forth in the Mailing Matrix, a copy of which is attached hereto as Exhibit "C". This statement is made subject to the penalties of perjury.

Law Offices of Brian E. Manning

/s/ Brian E. Manning

Brian E. Manning, Esquire
502 S. Blakely, St., Suite B

Dunmore, PA 18512

Tel. 570-558-1126

Fax 866-559-9808

Email: brianemanning@comcast.net

Attorney for the Debtor(s)

Dated: September 5, 2018

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

JASON R. BECK

Debtor

CHAPTER 13

CASE NO. 5-18-02471

☐ **ORIGINAL PLAN**
☒ **THE FIRST AMENDED
PLAN**

NO Motions to Avoid Liens
NO Motions to Value Collateral

CHAPTER 13 PLAN

NOTICES

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

1	The plan contains nonstandard provisions, set out in § 9, which are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
2	The plan contains a limit on the amount of a secured claim, set out in § 2.E, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
3	The plan avoids a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 2.G.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

YOUR RIGHTS WILL BE AFFECTED

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

1. PLAN FUNDING AND LENGTH OF PLAN.

A. Plan Payments From Future Income

1. To date, the Debtor paid \$0.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor shall

Exhibit "A"

make conduit payments through the Trustee as set forth below. The total base plan is \$28,200.00, plus other payments and property stated in § 1B below:

Start Mm/yyyy	End Mm/yyyy	Plan Payment	Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
09/2018	07/2023	499.00	0.00	499.00	\$29,426.01
				Total Payments	\$29,426.01

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.

3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.

4. CHECK ONE: ☒ Debtor is at or under median income. *If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.*

B. Additional Plan Funding From Liquidation of Assets/Other

1. The Debtor estimates that the liquidation value of this estate is \$0.00. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)
Check one of the following two lines.

☒ No assets will be liquidated. *If this line is checked, the rest of § 1.B need not be completed or reproduced.*

2. SECURED CLAIMS

A. Pre-Confirmation Distributions. *Check one.*

☒ None. *If none is checked the rest of §2.A need not be completed or reproduced.*

B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. *Check one.*

☐ None. *If "None" is checked, the rest of § 2.B need not be completed or reproduced.*

☒ Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by

the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Last 4 Digits of Account Number
Amerihome Mortgage	Residence	6721

C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence). Check one.

☐ None. If "None" is checked, the rest of § 2.C need not be completed or reproduced.

☒ The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed proof of claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under § 1322(b)(5) of the Bankruptcy Code:

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post Petition Arrears to be Cured	Estimated Total to be Paid in Plan
Amerihome Mortgage	Residence	\$23,651.67	\$0.00	\$23,651.67

D. Other secured claims (conduit payments and claims for which a § 506 valuation is not applicable, etc.)

☒ None. If "None" is checked, the rest of § 2.D need not be completed or reproduced.

E. Secured claims for which a § 506 valuation is applicable. Check one.

☒ None. If "None" is checked, the rest of § 2.E need not be completed or reproduced.

F. Surrender of Collateral. Check one.

☐ None. If "None" is checked, the rest of § 2.F need not be completed or reproduced.

☒ The Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor requests that upon confirmation of this plan the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 4 below.

Name of Creditor	Description of Collateral to be Surrendered
Toyota Fianancial Services	2017 Toyota Yarris

G. **Lien Avoidance.** *Do not use for mortgages or for statutory liens, such as tax liens. Check one.*

☒ None. *If "None" is checked, the rest of § 2.G need not be completed or reproduced.*

3. PRIORITY CLAIMS.

A. Administrative Claims

1. **Trustee's Fees.** Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.

2. **Attorney's fees.** Complete only one of the following options:

a. In addition to the retainer of \$1,500.00 already paid by the Debtor, the amount of \$2,810.00 in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2(c); or

b. per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to L.B.R. 2016-2(b).

3. **Other.** Other administrative claims not included in §§ 3.A.1 or 3.A.2 above. Check one of the following two lines.

☒ None. *If "None" is checked, the rest of § 3.A.3 need not be completed or reproduced.*

B. **Priority Claims (including, but not limited to, Domestic Support Obligations other than those treated in § 3.C below).** *Check one of the following two lines.*

☐ None. *If "None" is checked, the rest of § 3.B need not be completed or reproduced.*

☒ Allowed unsecured claims, including domestic support obligations, entitled to priority under § 1322(a) will be paid in full unless modified under § 9.

Name of Creditor	Estimated Total Payment
Internal Revenue Service	\$289.25

C. Domestic Support Obligations assigned to or owed to a governmental unit under 11 U.S.C. §507(a)(1)(B). *Check one of the following two lines.*

☒ None. *If "None" is checked, the rest of § 3.C need not be completed or reproduced.*

4. UNSECURED CLAIMS

A. Claims of Unsecured Nonpriority Creditors Specially Classified. Check one of the following two lines.

☒ None. If "None" is checked, the rest of § 4.A need not be completed or reproduced.

B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES. *Check one of the following two lines.*

☒ None. *If "None" is checked, the rest of § 5 need not be completed or reproduced.*

6. VESTING OF PROPERTY OF THE ESTATE.

Property of the estate will vest in the Debtor upon

Check the applicable line:

- ☒ plan confirmation.
- ☐ entry of discharge.
- ☐ closing of case.

7. DISCHARGE: (Check one)

- ☒ The debtor will seek a discharge pursuant to § 1328(a).
- ☐ The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).

8. ORDER OF DISTRIBUTION:

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.

Payments from the plan will be made by the Trustee in the following order:

Level 1: _____

Level 2: _____
Level 3: _____
Level 4: _____
Level 5: _____
Level 6: _____
Level 7: _____
Level 8: _____

If the above Levels are filled in, the rest of § 8 need not be completed or reproduced. If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:

Level 1: Adequate protection payments.
Level 2: Debtor's attorney's fees.
Level 3: Domestic Support Obligations.
Level 4: Priority claims, pro rata.
Level 5: Secured claims, pro rata.
Level 6: Specially classified unsecured claims.
Level 7: Timely filed general unsecured claims.
Level 8: Untimely filed general unsecured claims to which the Debtor has not objected.

9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)

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Dated: 9/5/2018

/s/ Brian E. Manning
Attorney for Debtor

/s/ Jason R. Beck
Debtor

/s/
Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 9.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

JASON R. BECK

Debtor

Case No. 5-18-02471

Chapter 13

Robert N. Opel, II, B.J.

NOTICE OF FILING OF FIRST AMENDED PLAN

To: Creditors, Parties in Interest and the Office of the United States Trustee

NOTICE IS HEREBY GIVEN THAT the Debtor In the above matter has filed a **First Amended Plan**. A copy of the **First Amended Plan** is included with this Notice.

A confirmation Hearing on the **First Amended Plan** has been scheduled for

Date: October 12, 2018, at 9:30 a.m.

Time 9:30 a.m.

Place: Courtroom No. 2

United States Bankruptcy Court

Max Rosenn U.S. Courthouse

197 S. Main St.

Wilkes-Barre, PA 18701

Any objection/response to the **First Amended Plan** must be filed with the Court and served upon counsel for the Debtor at the address listed below, on or before **October 5, 2018**. Any filing must conform to the Rules of Bankruptcy Procedure, unless the Court determines otherwise. Any objections to confirmation of the plan will be heard at the above-scheduled confirmation hearing. Counsel should be prepared to proceed on any unresolved objections to the plan at this time.

If Service was properly made and any creditor or other party in interest failed to file an objection/response by the above specified date, the Court may determine after review of the **First Amended Plan** that no hearing is required and confirm the **First Amended Plan**.

Brian E. Manning, Esquire
Law Office of Brian E. Manning
502 S. Blakely St., Suite B
Dunmore, PA 18512
Tel. 570-558-1126
Fax 866-559-9808
Email: brianemanning@comcast.net
Attorney for the Debtor(s)

Date of Mailing: September 5, 2018

Exhibit "B"

Label Matrix for local noticing
0314-5
Case 5:18-bk-02471-RNO
Middle District of Pennsylvania
Wilkes-Barre
Wed Sep 5 11:23:20 EDT 2018

ATTN: Foreclosure
425 Phillips Blvd
Ewing, NJ 08618-1430

AmeriHome Mortgage
PO Box 77404
Ewing, NJ 08628-6404

AmeriHome Mortgage Company, LLC
c/o Cenlar FSB
425 Phillips Blvd
Ewing, NJ 08618-1430

Ashley Funding Services, LLC its successors
assigns as assignee of Laboratory
Corporation of America Holdings
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Jason R. Beck
1673 Summit Lake Rd
Clarks Summit, PA 18411-9593

Beck Jason R
1673 Summit Lake Rd
Clarks Summit, PA 18411-9593

Capio Partners, LLC
PO Box 3778
Sherman, TX 75091-3778

Charles J DeHart, III (Trustee)
8125 Adams Drive, Suite A
Hummelstown, PA 17036-8625

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

KML Law Group
701 Market St # 5000
Philadelphia, PA 19106-1541

Law Office of Brian E Manning
512 S Blakely St
Dunmore, PA 18512-2237

Brian E Manning
502 South Blakely Street
Suite B
Dunmore, PA 18512-2237

Marioitti Building Products
1 Louis Industrial Dr
Old Forge, PA 18518-2058

Midland Funding, LLC
Midland Credit Management, Inc.
as agent for Midland Funding, LLC
PO Box 2011
Warren, MI 48090-2011

NET Credit Union
119 Mulberry St
Scranton, PA 18503-1207

NET Federal Credit Union
Customer Service
Tampa, FL 33630

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Synchrony Bank
Attn. Bankruptcy Department
PO Box 965060
Orlando, FL 32896-5060

Synchrony Bank
PO Box 965064
Orlando, FL 32896-5064

Synchrony Bank/Home Design
PO Box 960061
Orlando, FL 32896-0061

(p)TOYOTA MOTOR CREDIT CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
PO Box 9013
Addison, Texas 75001-9013

United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101-1722

James Warmbrodt
701 Market Street Suite 5000
Philadelphia, PA 19106-1541

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

INTERNAL REVENUE SERVICE
P O Box 21126
Philadelphia, PA 19114

Toyota Financial Services
PO Box 5855
Carol Stream, IL 60197-5855

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)AmeriHome Mortgage Company, LLC

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

(u)Toyota Motor Credit Corporation

End of Label Matrix
Mailable recipients 24
Bypassed recipients 3
Total 27